IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

HON'BLE SRI JUSTICE N.V. RAMANA

WRIT PETITION No.16072 of 2006

DATED: 20.04.2007

Between:

B.Shashidhara Sharma

..... Petitioner

And

The Executive Officer, Tirumala Tirupati
Devasthanams, Tirupati and another.

.....
Respondents

THE HON'BLE SRI JUSTICE N.V.RAMANA

WRIT PETITION No.16072 of 2006

ORAL ORDER:

This writ petition is filed seeking to issue a writ of Mandamus directing the respondents to continue the services of the petitioner as Lecturer in Sanskrit Sahitya in respondent No.2-College.

In the affidavit, filed in support of the writ petition, it is

stated that the petitioner was appointed as Lecturer in Sanskrit Sahitya in respondent No.2-College on contract basis for a period of one year with effect from 12.09.2003. Thereafter, his contract was renewed from time to time, after conducting interview, and he was continued as such, till the close of the academic year 2005-2006.

Now, the grievance of the petitioner is that though he was interviewed for appointment to the post of Lecturer in Sanskrit Sahitya on contract basis for the academic year 2006-2007, and despite his making representation dated 14.07.2006, no orders were passed by the respondent No.2-College renewing his contract. Hence, he filed the present writ petition.

When the matter is taken up for hearing, none appeared on behalf of the petitioner.

Counter-affidavit is filed on behalf of respondent No.1, under whose control respondent No.2-College functions. It is stated that in response to the advertisement issued by the respondents for filling up three posts of Lecturer in Sanskrit Sahitya for the academic year 2006-2007 in respondent No.2-College, six candidates, including the petitioner responded, and all of them were called for interview, and since in the interview, the petitioner stood at the sixth place, he was not selected and his contract was not extended, and therefore, no

exception can be taken to the action of respondent No.2-College in not renewing the contract of the petitioner. He, thus prayed for dismissal of the writ petition.

The petitioner, who was appointed as Lecturer in Sanskrit Sahitya on 12.09.2003 on contract basis for a period of one year, has been continuing as such, upon renewal of his contract from time to time. Though the petitioner contends that he was interviewed, and that the respondents have not extended his contract, it is the case of the respondent No. 1 that in response to the notification issued by the respondents for filling up three posts of Lecturer in Sanskrit Sahitya, six persons, including the petitioner submitted their applications, and all of them were called for interview, in which the petitioner is said to have stood at the sixth place. Since the petitioner stood last in the interview, the respondents have not selected and extended his contract, and no exception can be taken thereto. This apart, the contract period, in respect of which, the petitioner sought renewal, has almost come to an end, and as such, nothing would remain for consideration in the writ petition.

Hence, the writ petition is dismissed as having become infructuous. There shall be no order as to costs.

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N.V.RAMANA, J

20.04.2007
dr